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8 UNITED STATES DISTRICT COURT
9 DISTRICT OF OREGON
10 PORTLAND DIVISION
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12 **NEW HAMPSHIRE INSURANCE)**
13 **COMPANY, as subrogee of Robert Sanford,**)

Case No. _____

14 **Plaintiff,**)

15 **v.**)

16 **ROBERT A. LEE, and the F/V PACIFIC)**
17 **HUNTER,**)

18 **Defendants.**)
19 _____)

20 **COMPLAINT**
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23 NOW COMES, Plaintiff, NEW HAMPSHIRE INSURANCE COMPANY, as subrogee
24 of Robert Sanford, by and through its undersigned counsel, for its Complaint against Defendants
25 ROBERT A. LEE and the F/V PACIFIC HUNTER, states as follows:
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PARTIES

1. Plaintiff, NEW HAMPSHIRE INSURANCE COMPANY (“New Hampshire” or “Plaintiff”), is a New Hampshire corporation, with a principal place of business in New York, New York, duly authorized to transact and conduct business in the State of Oregon. At all relevant time set forth herein, Plaintiff provided property insurance under policy number 41906540 (the “Policy”) to Robert Sanford insuring the vessel known as M/V Morning Mist.

2. Plaintiff’s insured, Robert Sanford (“Mr. Sanford”), is an individual who resides in Valdez, Alaska. At all relevant times herein, Mr. Sanford owned and operated the vessel named M/V Morning Mist.

3. Upon information and belief, Defendant ROBERT A. LEE is an individual who resides in Morro Bay, California, and at all relevant times herein owned and operated the vessel known as F/V Pacific Hunter.

4. Upon information and belief, Defendant F/V PACIFIC HUNTER (the “Vessel”), is a fishing vessel operating in United States waters under the call sign WY9972, USCG Doc. No. 511579.

JURISDICTION AND VENUE

5. This is a case of Admiralty and Maritime jurisdiction and this Court has jurisdiction pursuant to 28. U.S.C. §1333 and §1331.

6. Venue is proper in this district pursuant to 28 U.S.C.A. § 1391(b).

FACTS

7. This loss arises from an incident that occurred on April 28, 2017 wherein the Defendant Vessel was passing through the Charleston Marina in Charleston, Oregon when it

allided with the moored Morning Mist, which was owned, maintained, and operated by Mr. Sanford (the “Loss Event”).

8. At the time of the Loss Event, the weather conditions were clear and good.

9. The Loss Event occurred as a result of the Defendants’ conduct and/or the unseaworthiness of the Vessel.

10. As a result of the Loss Event, the Morning Mist sustained significant damage.

11. The Loss Event and the proximately resulting damages occurred during operation of the Vessel and were caused solely by, and due wholly to, the negligence, error, and fault of the Defendants, their owners, agents, servants, and employees, acting in the course and scope of their agency or employment, and the negligence, error, fault and/or the unseaworthiness of the Vessel, committed while the Vessel was in operation.

12. As a result of the damage, Mr. Sanford suffered \$99,606.60 in damages.

13. Mr. Sanford then made a claim under the Policy, and pursuant to the terms of the Policy, Plaintiff indemnified Mr. Sanford for his loss.

14. As a result of that payment, and any payments made in the future, Plaintiff is subrogated to the rights of Mr. Sanford to the extent of all payments made.

FIRST CAUSE OF ACTION – NEGLIGENCE

15. The above allegations are incorporated by reference.

16. The Loss Event and resulting damages were due solely to the fault and the negligent acts of the Defendants, which were the proximate cause of the Loss Event and the damages suffered by Mr. Sanford, including, without limitation:

a. The Vessel was not manned with a competent captain and crew;

- b. The Vessel, its master, and crew failed to keep a proper lookout;
- c. Those in charge of the Vessel, including but not limited to the officers and crew, were inattentive in their duties;
- d. Defendants failed to follow established safety policies and procedures designed to prevent collisions/allisions such as the one that occurred in this case;
- e. Defendants failed to properly maintain and inspect the Vessel; and
- f. The Vessel's captain and/or crew members disabled or failed to use safety equipment aboard the Vessel designed to prevent collisions/allisions such as the one that occurred in this case.

17. As a direct and proximate result of Defendants' breach of their duties owed to Mr. Sanford, the Vessel struck the Morning Mist, resulting in significant damage.

18. As a result of the damage, Mr. Sanford suffered \$99,606.60 in damages.

19. Mr. Sanford then made a claim under the Policy, and pursuant to the terms of the Policy, Plaintiff indemnified Mr. Sanford for his loss.

20. As a result of that payment, and any payments made in the future, Plaintiff is subrogated to the rights of Mr. Sanford to the extent of all payments made.

WHEREFORE, Plaintiff, by and through the undersigned counsel, respectfully demand judgment against Defendants for damages in an amount in excess of \$99,606.60, pre-judgment interest, post-judgment interest, costs and any other relief this court deems appropriate.

SECOND CAUSE OF ACTION – THE VESSEL WAS UNSEAWORTHY

21. The above allegations are incorporated by reference.

1 22. In the alternative, the Vessel was unseaworthy, and as a result, struck the
2 Morning Mist.

3 23. The Vessel was unseaworthy in the following respects:

- 4 a. The Vessel was not manned with a competent captain and crew;
- 5 b. The captain and crew failed to keep a proper lookout;
- 6 c. The individuals in charge of the Vessel, including but not limited to the
- 7 officers and crew, were inattentive in their duties;
- 8 d. Defendants failed to follow established safety policies and procedures
- 9 designed to prevent collisions allisions such as the one that occurred in this
- 10 case;
- 11 e. Defendants failed to properly maintain and inspect the Vessel; and
- 12 f. The Vessel's captain and/or crew members disabled or failed to use safety
- 13 equipment aboard the Vessel designed to prevent collisions such as the one
- 14 that occurred in this case.

15 24. As a direct and proximate result of the Vessel's unseaworthiness, the Vessel
16 struck the Morning Mist, resulting in significant damage.

17 25. Defendants were aware, or had privity of knowledge of the unseaworthy
18 condition of the Vessel and of such other faults and negligence as specified herein or as will be
19 proved at the trial of this case.

20 26. As a result of the damage, Mr. Sanford suffered \$99,606.60 in damages.

21 27. Mr. Sanford then made a claim under the Policy, and pursuant to the terms of the
22 Policy, Plaintiff indemnified Mr. Sanford for his loss.

JURY DEMAND

Dated: April 10, 2019

By: /s/ Thomas C. Patton
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